

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

PROSPECT MEDICAL HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-80002 (SGJ)

(Jointly Administered)

**NOTICE OF REJECTION OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that, beginning on January 11, 2025 (the “Petition Date”), Prospect Medical Holdings, Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, each commenced with the United States Bankruptcy Court for the Northern District of Texas (the “Court”) a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

**PLEASE TAKE FURTHER NOTICE** that, on February 12, 2025, the Court entered an order [Docket No. 605] (the “Rejection Procedures Order”),<sup>2</sup> approving, among other things, procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Rejection Procedures Order, the Debtors hereby provide notice (this “Notice”) of their intent to reject the below-referenced contracts and leases. Pursuant to the terms of the Rejection Procedures Order, unless a written objection is filed and served in accordance with the terms of the Rejection Procedures Order, the following contracts and leases will be rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the effective date of rejection set forth below and as more specifically set forth in the applicable Rejection Order (the “Rejection Date”):

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/Prospect>. The Debtors’ mailing address is 3824 Hughes Ave., Culver City, CA 90232.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to them in the Rejection Procedures Order.

**EXECUTORY CONTRACTS  
OTHER THAN UNEXPIRED REAL PROPERTY LEASES**

Title / Description of Contract	Counterparty Name and Address	Effective Date of Rejection
Equipment and Premises Use and Occupancy Agreement Dated: 10/01/2021	<b>The Harold Leever Regional Cancer Center, Inc.</b> 1075 Chase Parkway Waterbury, CT 06702 Attention: Kevin Kniery, Executive Director  with a copy to:  Joseph A. Vitale Attorney at Law 575 Highland Avenue Cheshire, CT 06410	February 19, 2025
Professional Services Agreement Dated: 03/10/2021	<b>H2C Securities Inc.</b> 4655 Executive Drive Suite 280 San Diego, CA 92121 Attention: M&A Advisory Email: bhanlon@h2c.com  with a copy to:  Fifth Third Securities 38 Fountain Square Plaza Mail Drop 10AT76 Attention: Legal Department Cincinnati, Ohio 46263 Email: michael.bertkau@53.com	February 19, 2025
Supply Agreement Dated: 08/03/2021	<b>Bracco Diagnostics, Inc.</b> 259 Prospect Plains Rd., Bldg. H Monroe Twp., NJ 08831	February 19, 2025

**UNEXPIRED REAL PROPERTY LEASES**

<b>Address of Subject Property</b>	<b>Landlord Name and Address</b>	<b>Description of Abandoned Property</b>	<b>Effective Date of Rejection</b>
2100 Keystone Avenue, Suites 700 and 707, Drexel Hill, PA, 19026	<p><b>Landlord:</b> ET SUB-DCMH Limited Partnership, L.L.P. 353 North Clark Street, Suite 3300 Chicago, IL 60654</p> <p>Martha Wyrick c/o Hayes Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 martha.wyrick@haynesboone.com</p> <p>Phillip A. Martin Laura M. Brymer c/o Fultz Maddox Dickens PLC 101 South Fifth Street, 27th Floor Louisville, KY 40202 pmartin@fmdlegal.com lbrymer@fmdlegal.com</p>	Any remaining personal property, including inventory, Effective Date of Rejection Petition Date furniture, fixtures, equipment, and/or other material at the Leased Premises as of the Rejection Date.	February 19, 2025
Springfield - 100 W. Sproul Road	<p><b>Landlord:</b> Springfield PA Associates I, L.P. 910 Harvest Drive Suite 150 Blue Bell, PA 19422</p> <p>Springfield PA Associates I, L.P. c/o Capital Solutions, Inc. 910 Harvest Drive, Suite 150 Blue Bell, PA 19422</p> <p>Martha Wyrick c/o Hayes Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 martha.wyrick@haynesboone.com</p> <p>Phillip A. Martin Laura M. Brymer c/o Fultz Maddox Dickens PLC</p>		February 19, 2025

	<p>101 South Fifth Street, 27th Floor Louisville, KY 40202 pmartin@fmdlegal.com lbrymer@fmdlegal.com</p> <p><b>Sublandlord:</b> Crozer-Keystone Health System Healthplex Pavilion II 100 West Sproul Road Springfield, PA 19064</p>		
Springfield - 190 West Sproul Road	<p><b>Landlord:</b> Springfield PA Associates I, L.P. 910 Harvest Drive Suite 150 Blue Bell, PA 19422</p> <p>Springfield PA Associates I, L.P. c/o Capital Solutions, Inc. 910 Harvest Drive, Suite 150 Blue Bell, PA 19422</p> <p>Martha Wyrick c/o Hayes Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 martha.wyrick@haynesboone.com</p> <p><b>Sublandlord:</b> Crozer-Keystone Health System Healthplex Pavilion II 100 West Sproul Road Springfield, PA 19064</p> <p><b>Sublessee:</b> Community YMCA of Delaware County 2104 Garrett Road Lansdowne, PA 19050</p> <p>Laural D. Roglan c/o Ballard Spahr 919 N. Market Street, 11th Floor Wilmington, DE 19801-3034 roglenl@ballardspahr.com</p>		February 19, 2025

**PLEASE TAKE FURTHER NOTICE** that any personal property including inventory, furniture, fixtures, equipment or other materials remaining at the premises subject to the unexpired real property leases as of the Rejection Date shall be deemed abandoned by the Debtors to the applicable Landlord.

**PLEASE TAKE FURTHER NOTICE** that with respect to any personal property that is leased to the Debtors by a third party or owned by a third party, such third party shall contact the Debtors and remove or cause to be removed such personal property from the Leased Premises prior to the Rejection Date. If any such personal property remains on the Leased Premises after the Rejection Date, the Landlord may dispose of any and all such property as set forth in the Rejection Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to this Notice must be filed and served so that such objection is filed with the Court and actually received by the following parties no later than 14 days after the date of service of this Notice (the “Rejection Objection Deadline”): (i) the counter party to the rejected contract or lease (the “Counterparty”), and its counsel, if known, at the last known address available to the Debtors; (ii) with respect to leases, any known third party having an interest in personal property located in or on the leased premises (the “Leased Premises”); (iii) any party known to assert a lien in any property subject to the rejected contract or lease; (iv) the Debtors, Prospect Medical Holdings Inc., 3824 Hughes Ave., Culver City, CA 90232, Attn: Frank Saidara (frank.saidara@pmh.com); (v) counsel to the Debtors, Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Anne G. Wallice (anne.wallice@sidley.com); Sean M. Nuernberger (sean.nuernberger@sidley.com); and Charlie B. Brownstein (charlie.brownstein@sidley.com); (vi) counsel to the Official Committee of Unsecured Creditors, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Kris Hansen (krishansen@paulhastings.com); Erez Gilad (erezgilad@paulhastings.com); and Gabe Sasson (gabesasson@paulhastings.com); and (vii) Office of the United States Trustee for Region 6, 1100 Commerce Street, Room 976, Dallas, TX 75242, Attn: Elizabeth Young (elizabeth.a.young@usdoj.gov) (collectively, the “Rejection Notice Parties”). Each Objection must state, with specificity, the grounds for objection to the proposed contract or lease rejection or abandonment of personal property remaining on the Leased Premises.

**PLEASE TAKE FURTHER NOTICE** that if no Objection is filed and served in compliance with the foregoing, the Debtors may submit to the Bankruptcy Court after the Rejection Objection Deadline a proposed order approving the rejection of the contracts and leases set forth in the Notice (the “Rejection Order”), and the Bankruptcy Court may enter such order without a hearing.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Rejection Procedures Order, if no Objection is properly filed and served in compliance with the foregoing, the rejection of each contract and/or lease shall become effective as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, if an Objection to this Notice is properly filed and served in compliance with the foregoing, a hearing will be scheduled to consider the Objection. If the Objection is overruled or withdrawn, the effective date of rejection shall be the (i) Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Objection have agreed; or (iii) such other date as determined by the Court. If an Objection is filed for fewer

than all of the contracts and/or leases included on this Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining contracts and/or leases on this Notice.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Rejection Procedures Order, if the Debtors have deposited funds with a Counterparty as a security deposit or pursuant to some other arrangement, such Counterparty may not setoff or otherwise use such deposit without the prior authority of the Court or agreement of the Debtors.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Rejection Procedures Order, any Rejection Order shall be served on the appropriate Counterparties no later than five (5) days after entry of such order.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Rejection Procedures Order, the deadline to file a proof of claim to assert any damages arising from the rejection of a contract or lease shall be the later of: (i) the deadline to file general unsecured proofs of claim fixed by the Court; and (ii) 30 days after the entry of the Rejection Order. If you do not timely file such proof of claim, you shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced contracts and leases and from participating in any distributions that may be made in connection with these chapter 11 cases unless otherwise ordered by the Court.

**PLEASE TAKE FURTHER NOTICE** that a copy of all pleadings filed in these chapter 11 cases, including the Rejection Procedures Order [Docket No. 605], is available for free at <https://omniagentsolutions.com/Prospect> or for a fee via PACER at <https://ecf.txnb.uscourts.gov/>.

Dated: February 18, 2025  
Dallas, Texas

*/s/ Thomas R. Califano*

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*Attorneys for the Debtors  
and Debtors in Possession*

**Certificate of Service**

I certify that on February 18, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Thomas R. Califano

Thomas R. Califano